

Exhibit 1

POST BASIC COURSES TEST USE AND SECURITY AGREEMENT

I Parties to the Agreement

The parties to this agreement are the California Commission on Peace Officer Standards and Training, hereinafter referred to as POST, and the (enter Presenter name), hereinafter referred to as the Examining Agency.

II Purpose of the Agreement

This agreement is intended to protect the mutual interests of the Examining Agency, POST, and the students in any POST-certified course for which POST supplies test material. This agreement protects those interests by ensuring that no person gains special advantage by having improper access to the test material, and students who pass tests comprised of such material are qualified to perform the duties for which they have been trained. POST requires, therefore, as a condition for making test material available, that the Examining Agency execute this agreement and fulfill its terms.

III Test Material

A. Types of Material

POST-developed test material subject to this agreement includes the following:

1. POST-constructed Comprehensive Tests: POST-developed tests that measure acquisition of knowledge on multiple learning objectives.
2. POST-constructed Scenario Tests: POST-developed job simulation tests that measure acquisition of complex psychomotor and decision making skills required to satisfy one or more learning objectives.

In addition to these tests, the protected material includes the individual test questions that comprise active or inactive tests, scenario test scripts, scenario test grading forms, scenario scoring matrix, any reports generated by a student based on a scenario test and login information used to access POST-developed test material.

B. Confidentiality of Test Material

The use and availability of all POST-developed test material is strictly controlled by the terms of this agreement. These materials are exempt from the disclosure provisions of state and federal public records laws and shall not be made public. Their use and availability are restricted in order to protect the reliability and validity of the tests.

IV Terms and Conditions

POST agrees to make POST-developed test material available to the Examining Agency, subject to the conditions set forth in this agreement.

As the administrator of the POST-developed test material, the Examining Agency agrees to the following terms and conditions:

- A. The Examining Agency accepts continuing responsibility for carrying out the terms of this agreement. They further agree that all necessary administrative steps shall be taken to ensure that staff members/proctors, scenario managers, evaluators, role players, and students who may be given access to the POST-developed test material shall be informed of this agreement and shall be required to comply with it.
- B. The Examining Agency shall administer the POST-developed test material according to the following conditions:
 - 1. During the administration of the following tests, the proctor/evaluator shall be present at all times.
 - a. Comprehensive Tests
 - 1) The proctor shall remain in the room.
 - 2) Only individuals who have received POST-provided proctor training may administer the tests. Instructors who teach a learning domain evaluated by one of the comprehensive tests are restricted from proctoring that particular POST-developed comprehensive test(s).
 - b. Scenario Testing
 - 1) Students shall be supervised by a staff member at all times in the designated staging area(s) to dissuade conversation regarding the contents of the scenario tests.
 - 2) The evaluator shall remain at the scene at all times during a test.
 - 3) Only individuals who have successfully completed the POST Scenario Evaluator Course may evaluate scenario testing.
- C. Examining Agency's Designee
 - 1. The Examining Agency shall designate one or more persons to receive all POST-developed test material from POST and to ensure that the terms of this agreement are carried out.
 - 2. Each designee shall read this agreement and sign the Acknowledgment of the Requirement to Adhere to the Terms and Conditions of the POST Basic Courses Test Use and Security Agreement, Attachment A. By signing Attachment A, the

designee(s) acknowledges that he/she:

- a. Received a copy of this agreement from the Examining Agency.
 - b. Read and understood this agreement.
 - c. Agrees to comply with this agreement's provisions.
3. The Examining Agency shall keep a signed copy of the Acknowledgement of the Requirement to Adhere to the Terms and Conditions of the POST Basic Courses Test Use and Security Agreement, Attachment A, **on file** for each designee and will make these signed copies of Attachment A available for inspection by POST.
 4. Prior to the receipt of any POST-developed test material, the Examining Agency shall notify POST via email of:
 - a. Each designee(s) name, title, email address and telephone number. (e.g., scenario managers, testing system users, test proctors, etc.)
 - b. POST test for which each designee has primary responsibility.
 5. The Examining Agency shall promptly notify POST in writing or via email when the designee(s) leaves the Examining Agency's employment or is relieved of the responsibility for carrying out the terms of this agreement.
 6. When a designee leaves or is relieved of the responsibility for carrying out the terms of this agreement, the Examining Agency shall promptly appoint a successor and notify POST in writing or via email of the successor's name, title, applicable addresses and telephone numbers.

D. Methods Used to Make POST-Developed Test Material available to the Examining Agency.

1. POST's standard method of making POST-constructed Comprehensive test material available is to allow the Examining Agency to schedule a test session via the Internet using the POST Testing System. Examining Agencies authorized to use the testing system agree to restrict access to only the number of system users authorized by POST.
2. POST's standard method of making scenario tests available to the Examining Agency is to allow the agency's scenario manager(s) to download the test material via the Internet using the secured portion of the Basic Course Informational (BCI) website. Scenario managers can access and download the test material from the BCI website using a POST-developed login ID and password after having completed the required Scenario Manager's Training Course. Scenario test scripts, grading forms, scoring matrix, any report generated

based on a scenario test, and any recording made of a scenario test session are controlled documents and shall only be used for the scenario testing process.

Any report generated based on a scenario test shall **not** be generated outside of the scenario test session.

3. The Examining Agency shall follow all applicable POST-specified procedures regarding downloading, printing, handling, storage and destruction of POST-developed test material.

E. Staff Members/Proctors, Scenario Managers, Evaluators, and Role Players,

1. The Examining Agency shall limit the accessibility of POST-developed test material to the Examining Agency's staff members/proctors, scenario managers, evaluators, and role players who have legitimate need for such access.
2. Before providing staff members/proctors, scenario managers, evaluators, or role players access to POST-developed test material, the Examining Agency shall require the staff members/proctors, scenario managers, evaluators, or role players to read this agreement and sign the Acknowledgement of the Requirement to Adhere to the Terms and Conditions of the POST Basic Courses Test Use and Security Agreement, Attachment A. By signing Attachment A, the staff member/proctor, scenario manager, evaluator, or role player acknowledges that he/she:
 - a. Received a copy of this agreement from the Examining Agency.
 - b. Read and understood this agreement.
 - c. Agrees to comply with this agreement's provisions.
3. The Examining Agency shall keep a signed copy of the Acknowledgement of the Requirement to adhere to the Terms and Conditions of the POST Basic Courses Test Use and Security Agreement, Attachment A, **on file** for each staff member/proctor, scenario manager, evaluator, or role player and shall make these signed copies of Attachment A available for inspection by POST.
4. The Examining Agency shall confirm that all proctors have received the POST-required online proctor training.

F. Security of Test Material

1. All test material developed by POST shall remain the property of POST and shall be used solely for the official purpose of the Examining Agency in testing students for successful completion of a POST Basic Course. Use of any POST-developed test questions and/or test material for any other purpose is expressly prohibited.

- a. When it is determined that a student has not met the POST requirements necessary to successfully complete a POST basic course, that student shall no longer have access to any POST-developed test material and shall therefore be removed from the POST basic course.
2. Only persons who receive POST-delivered training in the operation of the testing system are authorized to administer POST-delivered computer-based tests.
 - a. Only POST staff members are authorized to train system users and grant system access.
 - b. System users shall not share passwords or train any other person at any time.
3. Administration and storage of POST-delivered computer-based tests.
 - a. Under no circumstances shall students be provided access to any computer-based test except:
 - 1) In connection with an actual test administration. When not in use, computer equipment or boot devices used for testing shall be stored in a secure, locked location.
4. Reproduction, storage, administration, scoring and destruction of POST-developed test materials.
 - a. The Examining Agency shall ensure that the confidentiality of POST-developed test material is maintained when reproduced, stored, administered, scored and destroyed.
 - 1) Under no circumstances shall the examining agency permit any POST-developed test material to be mailed, faxed, or sent electronically, unless specifically directed by POST staff.
 - b. Test material shall be administered in a manner that ensures security. Test material shall be destroyed or stored in a designated location after a test is administered.
 - c. Under no circumstances shall the examining agency allow any comprehensive test content to be recorded by any method.
 - d. Under no circumstances shall the examining agency allow any scenario test session to be recorded by body-worn camera.
 - e. POST-developed test material is dated. All existing copies of the secure scenario scripts, scenario grading forms, any reports generated by a student based on scenario tests, and any recording made of a scenario test session

located at the Examining Agency's facility shall be destroyed within 10 days of the conclusion of the class for which they were used. (The one exception is a scenario test failure may require retention of the secure report and/or recording beyond the 10 day requirement in order to support or respond to pending appeal or litigation. POST shall be notified of such cases prior to the 10 day window.) Presenters shall maintain the completed scenario matrix in the student's secured file. Copies of the completed scenario matrix shall not be provided to any individual.

- f. When POST-developed scenario test material is reviewed with students after the test has been graded/scored, the review shall be conducted by authorized staff members. Under no circumstances shall a student remove, electronically or in writing, POST-developed scenario test material from the review session. At the end of the review, an authorized staff member shall securely store all test material. Under no circumstances shall a student be permitted to:
 - 1) Create a written or electronic record of test content involved in a test session.
 - 2) Access POST-developed test material except in connection with a test administration.
 - g. No one shall copy or reproduce any POST-developed test material electronically, or otherwise, except for the purpose of testing students enrolled in the Examining Agency's POST-certified basic training courses.
- 5. All POST-developed test material shall be handled and stored in a manner designed to prevent unauthorized persons from accessing them, as follows:
 - a. Store printed copies of POST-developed test material in a secure, locked location.
 - b. Store computer equipment or boot devices used for testing in a secure, locked location.
 - c. Store any media containing POST-developed test material in a secure, locked location.
 - d. Access to the secure, locked location shall be limited to as few staff members as possible.
 - 6. The Examining Agency shall maintain the confidentiality of POST-developed test material when such material is destroyed.
 - 7. No POST-developed test material shall be loaned, given, sold, or otherwise made available to any agency or person who is not specifically authorized by POST to access the test material, nor shall they permit others to do so.

- 1) Representatives of body-worn camera manufacturers and/or distributors and their employees with administrative rights/access to any stored content shall not have access to confidential POST-developed test material.
8. If any POST-developed test material should become part of a legal proceeding by a court or other body vested with a legal authority (e.g., school board, civil service commission or human relations commission), the Examining Agency shall notify the legal authority of the existence and terms of this agreement, and shall inform POST immediately of the legal proceeding. In no instance shall the Examining Agency provide the legal authority with access to any POST-developed test material.
9. In the event that any POST-developed test material is lost, stolen or otherwise compromised, the Examining Agency shall notify POST's Test Security Coordinator within 24 hours of discovery. The Examining Agency shall make reasonable efforts to recover such POST-developed test material in order to prevent their distribution to unauthorized parties and to otherwise mitigate the damage caused by their loss.

G. Responsibility and Use of POST-developed Test Material

1. The Examining Agency shall use the POST-developed test material as provided and shall not modify it in any way.
2. In preparing students to take a test composed of POST-developed test material, the Examining Agency shall not provide any student or students with an unfair advantage. In particular, the Examining Agency shall not:
 - a. Reveal the contents of, or answers to, specific test questions.
 - b. Provide the contents of the scenario test scripts, scenario grading forms, and scenario scoring matrix.
3. In the event of legal challenges to tests administered by the Examining Agency, when such tests are composed of any POST-developed test material, the burden of defending the challenged test rests with the Examining Agency. The exception to this is that POST agrees to provide expert testimony on the methods used to develop POST-certified training courses and the associated test material.

H. Information on Test Material

The Examining Agency agrees to promptly provide POST with any information it acquires on the quality of the POST-developed test material. This information includes but is not limited to the following:

1. Statistical studies of test item characteristics.

2. Comments regarding the quality of test questions.
3. All student response data from tests provided to the Examining Agency by the Testing System.

V Exceptions

Any exception to this agreement shall be stated in writing and agreed to by both parties before such exceptions may be considered to be in effect.

VI Termination of Agreement

A. Inability to Fulfill Agreement

If an Examining Agency is unable to fulfill this agreement, the Examining Agency shall promptly notify POST in writing or via email. The Examining Agency shall promptly return all test material to POST in a manner that shall not compromise the confidentiality of the test material or, where applicable, shall provide a written statement that all test material has been disposed of in a manner that did not compromise its confidentiality.

B. POST's Right to Terminate this Agreement

POST reserves the right to terminate this agreement for good cause at any time. Good cause includes, but is not limited to, POST's reasonable belief that the terms of the agreement have not been fulfilled or are not being fulfilled. In the event that this agreement is terminated, the Examining Agency agrees to promptly return all POST-developed test material or, where applicable, provide a written statement that all test material has been disposed of in a manner that did not compromise its confidentiality.

C. Examining Agency's Right to Terminate this Agreement

The Examining Agency may terminate this agreement at any time by notifying POST in writing or via email and promptly returning all POST-developed test material or, where applicable, providing a written statement that all test material has been disposed of in a manner that did not compromise its confidentiality.

D. Decertification - Right of Examining Agency to Appeal

POST Procedure D-1 requires the use of POST-developed test material for testing basic course students. Because termination of this agreement will result in the loss of access to POST-developed test material, it could also lead to decertification of the Examining Agency's basic course(s), pursuant to POST Regulation 1057. However, nothing in this agreement is intended to abrogate the Examining Agency's right to appeal a decertification decision in accordance with POST Regulation 1058.

VII Acceptance of Terms and Conditions of this Agreement

A. Accepting Responsibility

The Examining Agency accepts responsibility for carrying out the terms of this agreement and further agrees that all necessary administrative steps shall be taken to ensure that all staff members, scenario managers, evaluators, or role players who may come into contact with any POST-developed test material, read this agreement and sign the Acknowledgment of the Requirement to Adhere to the Terms and Conditions of the POST Basic Courses Test Use and Security Agreement, Attachment A.

B. Signature of Authorizing Officials

On behalf of the agency I represent, I accept the terms and conditions of this agreement and agree to comply with them. I understand that a violation of this agreement could result in an immediate suspension or decertification of the POST basic course(s) for a period to be determined by POST.

EXAMINING AGENCY

Print Name

Title

Course Presenter's Name

Street Address

City/State/Zip

Email Address

Telephone

Signature

Date

COMMISSION ON POST

Test Security Coordinator

Print Name

Title

860 Stillwater Road, Ste. 100 West Sacramento, CA 95605

Street Address

City/State/Zip

Telephone

Signature

Date

Revised 2018

Attachment A
ACKNOWLEDGMENT OF THE REQUIREMENT
TO ADHERE TO THE TERMS AND CONDITIONS OF THE
POST BASIC COURSES TEST USE AND SECURITY AGREEMENT

I have received a copy of the Test Use and Security Agreement between the California Commission on Peace Officer Standards and Training (POST) and the (enter Presenter name).

I have read and I understand the terms and conditions of this agreement.

I agree to carry out my duties and responsibilities in accordance with all applicable provisions.

Print Name	Title
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Course Presenter's Name	Date
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Street Address	
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City/State/Zip	Telephone
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Email Address

Signature	Date
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(To be retained on file at the Examining Agency)

Revised 2018